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19114-A
RECORDATION NO. _____ FILED 1425

DEC 22 1994 -10 20 AM

INTERSTATE COMMERCE COMMISSION

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December 20, 1994

VIA HAND DELIVERY

Mr. Vernon A. Williams
Acting Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Consolidated Rail Corporation - Pass Through Trust, Series 1994-A

Dear Mr. Williams:

Enclosed for recordation pursuant to Section 11303, Title 49, of the United States Code are three (3) copies of the secondary document described below. The secondary document is Indenture Supplement No. 1 to the Indenture, dated as of December 22, 1994, between Meridian Trust Company, not in its individual capacity but solely as Owner Trustee, and Wilmington Trust Company, not in its individual capacity but solely as Indenture Trustee.

The names and addresses of the parties to the enclosed is:

Owner Trustee:

Meridian Trust Company
35 North Sixth Street
Reading, PA 19601
Attn: Corporate Trust Administration

A description of the railroad cars covered by the enclosed secondary document is set forth in Schedule 1 hereto.

A check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required filing fees is enclosed. Please return any extra copies not needed by the Commission for recordation to the messenger.

If you have any questions, please do not hesitate to call the undersigned at (212) 848-8763.

Very truly yours,



John L. Orcutt

Enclosure

SCHEDULE I

SCHEDULE OF RAILCARS DELIVERED

<u>Description of Items of Equipment</u>	<u>Quantity</u>	<u>Identifying Numbers</u>
New Steel Open Top Quad Hoppers	795	CR 496160 CR 496181 CR 496190 CR 496199 CR 496220 CR 496231 CR 496233 CR 496252 CR 496256-257 CR 496262 CR 496266 CR 496269 CR 496273 CR 496282 CR 496292 CR 496296-497074
60-foot Equipped Boxcars	57	CR 218279 CR 218465 CR 219966 CR 220238 CR 220251 CR 220257 CR 220770 CR 220772 CR 221095 CR 221221 CR 221232 CR 221478 CR 222401 CR 275177

CR 275370
CR 279470
CR 279472
CR 279475
CR 279484
CR 279491-493
CR 279585-586
CR 279615
CR 279647
CR 279667
CR 279732
CR 279755
CR 279757
CR 279773
CR 279775
CR 279786
CR 279804
CR 279807
CR 279824
CR 279828
CR 279845
CR 279849
CR 279860
CR 281422
CR 281425
CR 281436
CR 281440
CR 281444
CR 281451
CR 281461
CR 281464
CR 281477
CR 281482
CR 281500
CR 281509
CR 281558
CR 281571
CR 282505
CR 282802
CR 282806

EXECUTION COPY

INDENTURE SUPPLEMENT NO. 1

19114 A

RECORDATION NO. _____ FILED 1995

Dated as of December 22, 1994

DEC 22 1994 -10 20 AM

of

INTERSTATE COMMERCE COMMISSION

MERIDIAN TRUST COMPANY,
not in its individual capacity
except as otherwise expressly provided,
but solely as Owner Trustee

57 Rebuilt Railcars
795 New Railcars

Conrail 1994-A Pass Through Trust

CERTAIN OF THE RIGHT, TITLE AND INTEREST IN AND TO THIS INDENTURE SUPPLEMENT NO. 1 OF MERIDIAN TRUST COMPANY, AS OWNER TRUSTEE UNDER THE TRUST AGREEMENT, DATED AS OF DECEMBER 22, 1994, BETWEEN MERIDIAN TRUST COMPANY AND THE OWNER PARTICIPANT NAMED THEREIN, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF WILMINGTON TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER AN INDENTURE DATED AS OF DECEMBER 22, 1994 AS SUPPLEMENTED, FOR THE BENEFIT OF THE HOLDERS OF THE EQUIPMENT NOTES REFERRED TO IN SUCH INDENTURE. THIS INDENTURE SUPPLEMENT NO. 1 HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS. TO THE EXTENT, IF ANY, THAT THIS INDENTURE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS INDENTURE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST COMPANY AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF. ONLY THE ORIGINAL COUNTERPART CONTAINS THE RECEIPT THEREFOR EXECUTED BY WILMINGTON TRUST COMPANY, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 22 OF THE INDENTURE FOR INFORMATION CONCERNING THE RIGHTS OF THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION PURSUANT TO 49 U.S.C. § 11303 ON DECEMBER __, 1994 AT __: __ M., RECORDATION NUMBER _____ AND DEPOSITED WITH THE OFFICE OF THE REGISTRAR GENERAL OF CANADA PURSUANT TO § 90 OF THE RAILWAY ACT OF CANADA ON DECEMBER __, 1994 AT __: __ M., RECORDATION NUMBER _____.

INDENTURE SUPPLEMENT NO. 1

This INDENTURE SUPPLEMENT No. 1, dated as of December 22, 1994 (this "Indenture Supplement") of MERIDIAN TRUST COMPANY, a Pennsylvania trust company, not in its individual capacity but solely as trustee (the "Owner Trustee") under the Trust Agreement, dated as of December 22, 1994 (the "Trust Agreement"), between the Owner Trustee in its individual capacity and J.P. MORGAN INTERFUNDING CORP., a Delaware corporation, as Owner Participant;

W I T N E S S E T H:

WHEREAS, the Trust Indenture and Security Agreement, dated as of December 22, 1994 (the "Indenture"), between the Owner Trustee and Wilmington Trust Company, a Delaware banking corporation, as Indenture Trustee (the "Indenture Trustee"), provides for the execution and delivery of supplements thereto (individually, an "Indenture Supplement" and, collectively, "Indenture Supplements") substantially in the form hereof which shall particularly describe the Items of Equipment (such term and other terms defined in the Indenture referred to below being used herein as therein defined) included in the property covered by the Trust Agreement, by having attached thereto a copy of the Lease Supplement covering the Items of Equipment and shall specifically mortgage the Items of Equipment to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Items of Equipment described in the copy of Schedule 1 to the Lease Supplement of even date attached hereto and made a part hereof;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and premium, if any, and interest on each Equipment Note issued on the date hereof and outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the Holders of the Equipment Notes in such Equipment Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of such Equipment Notes by the Holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, the property comprising the Items of Equipment described in the copy of the Lease Supplement attached hereto and (ii) has sold, assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date herewith (excluding, however, any rights to Excepted Property

thereunder), referred to above, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the Holders from time to time of the Equipment Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the Holders from time to time of the Equipment Notes issued on the date hereof and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and to the Trust Agreement and shall form a part of each, and the Trust Agreement and the Indenture are each hereby incorporated by reference herein and each is hereby ratified, approved and confirmed.


This Supplement is being delivered in the State of New York.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Items of Equipment referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been purchased by the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

MERIDIAN TRUST COMPANY,
not in its individual capacity, but solely as Owner
Trustee

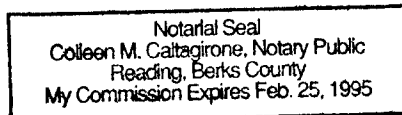
By: 
Name: **STEPHEN J. KABA**
Title: **VICE PRESIDENT**

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF BERKS)

On this 14th day of December, 1994 before me personally appeared,
STEPHEN J. KABA, to me personally known, who being by me duly
sworn, says that (s)he is the VICE PRESIDENT of MERIDIAN
TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of
said corporation, that said instrument was signed and sealed on December 14, 1994 on behalf
of said corporation by authority of its Board of Directors, and (s)he acknowledged that the
execution of the foregoing instrument was the free act and deed of said corporation.

Colleen M. Callagione
Notary Public

[Notarial Seal]



My commission expires Member, Pennsylvania Association of Notaries